Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Filing at a Glance

Company: Capitol Indemnity Corporation

Product Name: VALUABLE ARTICLES POLICYSERFF Tr Num: CAPC-125504614 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 09.0006 Other Personal Inland Co Tr Num: 08-IM-FO-CW-022 State Status: Fees verified and

Marine received

Filing Type: Form Co Status: Reviewer(s): Becky Harrington,

Betty Montesi, Brittany Yielding

Authors: Lois Beld, Amanda Mullen Disposition Date: 03/17/2008

Date Submitted: 03/12/2008 Disposition Status: Approved

Effective Date Requested (New): 04/01/2008 Effective Date (New): 04/01/2008

04/01/2008

State Filing Description:

General Information

Project Name: VALUABLE ARTICLES POLICY Status of Filing in Domicile: Authorized

Project Number: 08-IM-FO-CW-022

Reference Organization: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 03/17/2008

State Status Changed: 03/12/2008 Deemer Date:

Corresponding Filing Tracking Number: 08-IM-RA/RU-CW-022

Filing Description:

Re: Personal Inland Marine Program File Number: 08-IM-FO-CW-022

Effective Date: On or after April 01, 2008 New Business;

Company NAIC Number: 10472

FEIN: 39-0971527

SERFF Tracking Number: CAPC-125504614 State: Arkansas
Filing Company: Capitol Indemnity Corporation State Tracking Number: EFT \$50

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

We submit for your review and approval forms applicable to our PERSONAL INLAND MARINE PROGRAM.

The Personal Inland marine program offers customized inland marine coverage for personal fine art and personal floater risks, including jewelry, silverware and other collectibles. Coverage includes an independent policy form, which is broader than other forms in the marketplace. The Program will be managed by seasoned insurance professionals with an average of 25 years experience as primary company, inland marine underwriters. The program will also offer a Value-Added claims service with a network of claims adjuster who specialize in the handling and management of fine art and inland marine claims.

Company and Contact

Filing Contact Information

Lois Beld, Senior Product Analyst libeld@capitolindemnity.com PO Box 5900 (608) 829-4215 [Phone] Madison, WI 53705 (608) 829-7402[FAX]

Filing Company Information

Capitol Indemnity Corporation CoCode: 10472 State of Domicile: Wisconsin

PO Box 5900 Group Code: 501 Company Type:
Madison, WI 53705 Group Name: State ID Number:

(608) 829-4200 ext. [Phone] FEIN Number: 39-0971527

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: One forms filing @ \$50

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Capitol Indemnity Corporation \$50.00 03/12/2008 18527512

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Correspondence Summary

Dispositions

Status Created By Created On Date Submitted

Approved Becky Harrington 03/17/2008 03/17/2008

Objection Letters and Response Letters

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Becky 03/12/2008 03/12/2008 Amanda Mullen 03/17/2008 03/17/2008

Industry Harrington

Response

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Disposition

Disposition Date: 03/17/2008

Effective Date (New): 04/01/2008

Effective Date (Renewal): 04/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property	&Approved	Yes
	Casualty		
Form (revised)	VALUABLE ARTICLES POLICY	Approved	Yes
	DECLARATION PAGE VALUABLE ARTICLES POLICY		V.
Form	DECLARATION PAGE		Yes
F	ADDITIONAL NAMED INSURED/LOSS	Approved	Yes
Form	PAYEE	Approved	165
Form	BREAKAGE EXCLUSION	Approved	Yes
Form	DEDUCTIBLE	Approved	Yes
Form	EARTHQUAKE DEDUCTIBLE CLAUSE	Approved	Yes
Form	EARTHQUAKE, EARTH MOVEMENT	Approved	Yes
	EXCLUSION		
Form	EXPOSITION EXTENSION	Approved	Yes
Form	HOTEL/MOTEL WARRANTY	Approved	Yes
Form	IN-VAULT LIMITATION	Approved	Yes
Form	LOSS LIMITATION	Approved	Yes
Form	NEWLY ACQUIRED ITMES	Approved	Yes
Form	OFF-PREMISES LIMITATION	Approved	Yes
Form	TERRITORIAL LIMITATION	Approved	Yes
Form	WINE COLLECTOR'S ENDORSEMENT	Approved	Yes
Form	POLICY SIGNATURE JACKET	Approved	Yes
Form	Valuable Articles Policy	Approved	Yes
Form (revised)	ARKANSAS CHANGES	Approved	Yes
	ENDORSEMENT		
Form	ARKANSAS CHANGES		Yes
	ENDORSEMENT		

SERFF Tracking Number: CAPC-125504614 State: Arkansas
Filing Company: Capitol Indemnity Corporation State Tracking Number: EFT \$50

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/12/2008 Submitted Date 03/12/2008

Respond By Date Dear Lois Beld,

This will acknowledge receipt of the captioned filing.

Objection 1

- VALUABLE ARTICLES POLICY DECLARATION PAGE (Form)

Comment: Explain 'Free Form Class 1, 2, 3'.

Objection 2

- Valuable Articles Policy (Form)

Comment: The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State

Response Letter Date 03/17/2008 Submitted Date 03/17/2008

Dear Becky Harrington,

Comments:

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Response 1

Comments: The "Free Form Class" lines were holding space for future classes (which would be filed) but these lines will not be on the printed Dec. Please see revised copy of Dec page with these lines removed.

Related Objection 1

Applies To:

VALUABLE ARTICLES POLICY DECLARATION PAGE (Form)

Comment:

Explain 'Free Form Class 1, 2, 3'.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	Attach
	Number	Date			Specific	Score	Document
					Data		
VALUABLE ARTICLES	CIC-VAP-	(01-08)	Declarations/Schedule	New		0	CIC VAP
POLICY	DEC						DEC _01-
DECLARATION PAGE							08_ AR
							Copy Free
							Form
							Classes
							Removed.
							pdf
Previous Version							
VALUABLE ARTICLES	CIC-VAP-	(01-08)	Declarations/Schedule	New		0	CIC VAP
POLICY	DEC						DEC (01-
DECLARATION PAGE	-						08).pdf

No Rate/Rule Schedule items changed.

Response 2

Comments: Please see the attached revised PM 01 03, adding the requested language.

SERFF Tracking Number: CAPC-125504614 State: Arkansas
Filing Company: Capitol Indemnity Corporation State Tracking Number: EFT \$50

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Related Objection 1

Applies To:

- Valuable Articles Policy (Form)

Comment:

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, "within the time allowed by law."

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	Attach
	Number	Date			Specific	Score	Document
					Data		
ARKANSAS	PM 01 03	(04-04)	Endorsement/Amendme	ntNew		0	PM 01 03
CHANGES			/Conditions				_04-04_
ENDORSEMENT							AR
							Revised.p
							df
Previous Version							
ARKANSAS	PM 01 03	(04-04)	Endorsement/Amendme	ntNew		0	PM 01 03
CHANGES			/Conditions				_04-04_
ENDORSEMENT							AR.pdf

No Rate/Rule Schedule items changed.

Sincerely,

Amanda Mullen, Lois Beld

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	VALUABLE ARTICLES POLICY DECLARATION PAGE	CIC-VAP- DEC	(01-08)	Declaration New s/Schedule		0.00	CIC VAP DEC _01- 08_ AR Copy Free Form Classes Removed.pd f
Approved	ADDITIONAL NAMED INSURED/LOSS PAYEE	CIC VAP 1001	(12-07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	CIC VAP 1001 Additional Named Insured Loss Payee.pdf
Approved	BREAKAGE EXCLUSION	CIC VAP 1002	(12-07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	CIC VAP 1002 Breakage Exclusion.pd f
Approved	DEDUCTIBLE	CIC VAP 1003	(12-07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	CIC VAP 1003 Deductible.p
Approved	EARTHQUAKE DEDUCTIBLE CLAUSE	CIC VAP 1004	(12-07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	CIC VAP 1004 Earthquake Deductible Clause.pdf
Approved	EARTHQUAKE, EARTH MOVEMENT EXCLUSION	CIC VAP 1005	(12-07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	CIC VAP 1005 Earthquake, Earth Movment

CAPC-125504614 SERFF Tracking Number: State: Arkansas Filing Company: Capitol Indemnity Corporation State Tracking Number: EFT \$50

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/I	Number: VALUA	VALUABLE ARTICLES POLICY/08-IM-FO-CW-022					
						Exclusion.pd f	
Approved	EXPOSITION EXTENSION	CIC VAP 1006	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1006 Exposition Extension12- 07.pdf	
Approved	HOTEL/MOTEL WARRANTY	CIC VAP 1007	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1007 Hotel Motel Warrenty.pdf	
Approved	IN-VAULT LIMITATION	CIC VAP 1008	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1008 Jewerly In Vault Limitation.pd f	
Approved	LOSS LIMITATION	CIC VAP 1009	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1009 Loss Limitation.pd f	
Approved	NEWLY ACQUIRED ITMES	CIC VAP 1010	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1010 Newly Acquired.pdf	
Approved	OFF-PREMISES LIMITATION	CIC VAP 1011	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1011 Off- Premises Limitation.pd f	
Approved	TERRITORIAL LIMITATION	CIC VAP 1012	(12-07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	CIC VAP 1012 Territorial Limitation.pd f	
Approved	WINE COLLECTOR'S ENDORSEMENT	CIC VAP 1013	(12-07)	Endorseme New nt/Amendm ent/Conditi	0.00	CIC VAP 1013 Wine Collector's	

SERFF Tracking Number: CAPC-125504614 State: Arkansas State Tracking Number: Filing Company: EFT \$50 Capitol Indemnity Corporation 08-IM-FO-CW-022 Company Tracking Number: 09.0 Inland Marine TOI: Sub-TOI: 09.0006 Other Personal Inland Marine VALUABLE ARTICLES POLICY Product Name: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022 Project Name/Number: Endorsemen ons

t.pdf BJP 190 (03-06) BJP 190 03-Approved POLICY Other New 0.00 **SIGNATURE** 06 Policy **JACKET** Jacket.pdf Approved Valuable Articles CIC VAP (11-07) Policy/CoveNew CIC-VAP-11-0.00 Policy rage Form 07.pdf Approved ARKANSAS PM 01 03 (04-04) **Endorseme New** 0.00 PM 01 03 **CHANGES** nt/Amendm _04-04_ AR **ENDORSEMENT** ent/Conditi Revised.pdf

ons

Capitol Insurance Companies

[](Capitol Indemnity Insurance Company
[](Capitol Specialty Insurance Company
[]]	Platte River Insurance Company

Valuable Articles Policy Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations page is part of your Policy. *Please read your policy carefully, including your Declarations page, for a description of your coverage.*

d Mailing Address:	P	Policy Period:	
d Mailing Address:			
s, contact:			
	Address:		
ages			
			Annual Premium
\$	_		\$
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	By:		
1	nges Amount of Scheduled Coverage	Address: Amount of Scheduled Coverage \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Address: Amount of Scheduled Coverage Coverage State

CIC-VAP-Dec (01-08)

ADDITIONAL NAMED INSURED/LOSS PAYEE

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\mathbf{C}	overage under y	your ponc	y is	CARCHACA RO	uic .	IOHO W HIE	auumonai	Hanicu	mourcu	ıο	,,

Name & Address of Additional Named Insured/Loss Payee

Specific Interest (specify all items or designated items)

BREAKAGE EXCLUSION

SECTION – EXCLUSIONS, is amended to include the following:

Breakage

We do not cover any loss caused by breakage. We, however, will pay for loss by breakage if caused by fire, lightning, aircraft, windstorm, malicious damage, theft, vandalism, explosion, earthquake, collision, derailment or overturn of conveyance.

DEDUCTIBLE SECTION – PAYMENT OF LOSS, is amended to include the following: For each occurrence, we will subtract a deductible of \$______ from any covered loss

we pay.

EARTHQUAKE DEDUCTIBLE CLAUSE

SECTION – PAYMENT OF LOSS, is amended to include the following:

D. Each claim for direct physical loss or damage caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption shall be adjusted separately and from the amount of each adjusted claim the sum of \$_____ shall be deducted, with a total cap of loss of \$_____ in the aggregated.

One or more earthquake shocks that occur within a seventy-two (72) hour period shall constitute a single earthquake.

EARTHQUAKE, EARTH MOVEMENT EXCLUSION

SECTION – EXCLUSIONS, is amended to include the following exclusions:

Earthquake

We do not cover any loss caused by earthquake, or the aftershocks of an earthquake, but we do insure ensuing loss due to fire, explosion, theft, or glass breakage unless another exclusion applies.

Earth Movement

We do not cover any loss caused by land shock waves or tremors before, during or after a volcanic eruption: including, but not limited to, flood; tidal wave(s); landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless directed loss by:

- (1) Fire; or
- (2) Explosion

We, however, will pay for an ensuing covered loss unless another exclusion applies.

Policy Number:
EXPOSITION EXTENSION
SECTION IV – EXCLUSIONS, Item A, Fine Arts is amended as follows:
Our maximum limit of liability for any loss to scheduled fine arts while in transit to or o exhibition at the premises of the exposition listed below is increased to \$
Location(s):

HOTEL/MOTEL WARRANTY

SECTION – EXCLUSIONS, is amended to include the following:

We do not cover any loss to jewelry while you are residing in or registered as a guest at a hotel or motel unless;

- 1. the jewelry is being worn by you;
- 2. carried by hand under your personal supervision; or
- 3. the jewelry is kept in the primary safe of the hotel or motel at which you are residing at.

IN-VAULT LIMITATION

SECTION – GENERAL CONDITIONS, Item Q, Jewelry in vault is amended to include the following:

Coverage for the scheduled item(s) listed below is limited to losses occurring in or from a bank vault. There is no coverage while these item(s) are out of a bank vault, unless we agree in advance that we will cover them.

Item Number(s):

Descriptions:

LOSS LIMITATION

SECTION – COVERAGES, has been amended as follows	3:
Coverage for each claim for loss or damage to aggregate sum of \$ per occurrence.	shall be limited to an

NEWLY ACQUIRED ITEMS

SECTION COVERAGES, item B, Extra Coverages is amended as follows:

OFF-PREMISES LIMITATION

SECTION – COVERAGES, item A, Valuable Articles is amended to include the following:
Coverage for your total scheduled valuable articles away from the premises listed in your
Declarations Page is limited to \$ or% of the scheduled amount
of coverage.

TERRITORIAL LIMITATION

SECTION - COVERAGES, item A, Valuable Articles is amended as follows:

Coverage for your scheduled valuable articles is limited to losses occurring in (coverage territory).

Any losses occurring to our valuable article(s) while outside of this territory are specifically excluded.

WINE COLLECTOR'S ENDORSEMENT

SECTION – EXCLUSIONS, is amended to include the following:

Wine

We do not cover any loss to wine caused by temperature extremes resulting from the failure of a climate control system.

CAPITOL INDEMNITY CORPORATION

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary President

James J. M. Shityre

BJP 190-(03-06) Page 1 of 1

Alan d Ozelnie

Valuable Articles Policy

This policy is not complete without a declarations page

The insurance company designated in your Declarations Page will provide the insurance described in this policy. You agree to pay the premium and comply with your responsibilities described in this policy.

Various provisions in this policy restrict or exclude coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with policy Section V – **GENERAL CONDITIONS**

SECTION I – DEFINITIONS

In this policy, we use words in their plain English meaning. Words with special meanings are defined here or in the part of the policy where they are used. **Throughout the policy, defined terms will be bolded when used.**

The words "you, your" and "yours" refer to the person or persons named in the Declarations Page as the Named Insured and any **family members** who live in the same household. The words "we", "us", "our" and "ours" refer to the insurance company named in the Declarations Page.

- 1. **Family Member** means a person related to you by blood, marriage or adoption that lives in your household.
- 2. **Market Value** refers to the amount for which the article could reasonably be expected to be replaced immediately prior to the time of loss with one substantially identical to the article lost or damaged.
- 3. Valuable Article(s) refers to the personal property you own or possess for which an amount of coverage is shown in the Declarations Page.

SECTION II – COVERAGES

A. Valuable articles

We cover all risks of direct physical loss or damage to **valuable articles** anywhere in the world unless stated otherwise in this policy or an exclusion applies.

The amount of coverage for each category of **valuable articles**, and for each scheduled item, is shown in **your** Declarations Page.

The following classes of **valuable articles** may be covered on a scheduled or unscheduled basis:

- 1. Collectibles means private collections of rare unique or novel items of personal interest (for example, dolls, banks, guns, model trains), including memorabilia;
- 2. Fine Art meaning paintings, etchings, pictures, tapestries, art glass windows, other bona fide works of art such as valuable rugs, statuary, marble, bronzes, antique furniture, art installations, mobiles, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac and other miscellaneous collectibles of rarity, historical value or artistic merit;
- 3. Jewelry meaning articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys;
- 4. Silverware meaning items comprised primarily of silver including silver-platedware, goldware, gold-platedware, and pewterware, but not including articles of personal adornment;
- 5. Stamps and Coins meaning articles of a philatelic or numismatic nature including their books pages, mountings, albums, containers, frames and display cabinets owned by you or in your custody and control;
- 6. Furs meaning garments made of, trimmed in, or consisting principally of fur;
- 7. Musical Instruments including related equipment.

B. Extra Coverages

- 1. **Newly Acquired Items** We cover your newly acquired **valuable articles**, up to 25% of the amount of scheduled coverage as shown in the Declarations Page up to a maximum of 500,000 dollars for each category. For appropriate coverage under this policy, you must request coverage for all newly acquired **valuable articles** within the first ninety (90) days after your acquisition, and pay any additional premium from the date acquired. We reserve the right not to insure the newly acquired **valuable articles** once ninety (90) days after the acquisition of such items has elapsed.
- 2. **Fine Arts in Transit or at Exhibitions -** Our maximum limit of liability for any loss to fine arts while in transit to or exhibited at a fairgrounds, or in transit to or at the premises of a national or international exposition is \$250,000.

SECTION III - PAYMENT OF LOSS

A. Scheduled Items

- 1. Total Loss For a covered loss to an item listed in your schedule of items, we will pay as follows: If the itemized article is totally destroyed or lost, we will pay the amount of the itemized coverage for that article. However, if the **market value** of the itemized article immediately before the loss exceeds the amount of the itemized coverage for that article, we will pay its **market value** immediately before the loss, up to 150% of the amount of itemized coverage for that article.
- 2. Partial Loss If the itemized article is partially lost or damaged, you may choose to restore the article and we will pay to restore it to its condition immediately before the loss. If you choose not to restore the article, or the article cannot be fully restored to its condition immediately before the loss, we will pay the restoration costs, if restoration is attempted, plus any loss of market value, determined as follows:
 - a) If the amount of coverage for the article is less than the **market value** immediately before the loss, we will apply the **percentage change** to the **market value** immediately before the loss;
 - b) If the amount of coverage for the article is greater than the **market value** immediately before the loss, we will apply the **percentage change** to the amount of coverage for that article.

The maximum amount we will pay is 150% of the amount of itemized coverage for that article.

"Percentage change" means the change in market value resulting from the covered loss, after restoration if any, expressed as a percentage.

B. Blanket Coverage

We shall pay the amount required to repair or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **valuable articles** with unscheduled coverage as shown in the Declarations Page. If the restored value is less than **market value** immediately prior to the loss, we shall pay the difference. We will not pay more than the amount of blanket coverage for that category or more than the blanket limit per item for loss to any one item as shown in the Declarations Page.

C. Pair or Set

For a covered loss to a pair or set, you may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss;
- 2. Be paid the difference between **market value** of the property before and after the loss; or
- 3. Be paid the agreed value if scheduled, or the **market value** if blanketed, of the entire pair or set when you surrender to us the undamaged item(s) of the pair or set.

In no event shall payment exceed the amount of coverage for that pair or set or more than the blanket limit per item for loss to any one item as shown in the Declarations Page.

SECTION IV – EXCLUSIONS

The following exclusions shall apply to claims for **valuable articles** coverage:

A. Stamps and Coins

We do not cover any loss to stamps or coins caused by:

- 1. Fading, creasing, handling, denting, scratching, tearing, thinning, color transfer, aridity, dampness, or extreme temperature; or
- 2. Disappearance of an individual stamp, coin, or other item that is insured as part of a collection unless it is mounted in a volume and the page is also lost.

B. Collectibles

We do not cover any loss to collections:

- 1. Caused by fading, thinning, color transfer, creasing, denting, scratching, tearing, aridity, dampness, or temperature extremes; or
- 2. Caused during use other than as a collectible.

C. Reparation and Restoration

We do not cover any loss or damage to fine arts, stamps, coins, musical instruments, cameras or collectibles caused by or resulting from reparation or restoration.

D. Breakdown, Wear, And Tear

We do not cover any loss caused by:

- 1. Wear and tear, gradual deterioration;
- 2. Inherent vice, latent defect, mechanical or electrical breakdown;
- 3. Smog, rust or other corrosion, mold, wet, dry rot; or
- 4. Birds, vermin, rodents or insects.

F. Intentional Action

An intentional act is one whose consequences could have been foreseen by a reasonable person.

We do not cover any loss caused by any intentional act committed:

- 1. By or at the direction of you or a **family member**; and
- 2. With the intent to cause a loss.

G. Dishonest Act

We do not cover any loss caused by any dishonest or criminal act(s) by or at the direction of you or any **family member.**

H. War

We do not cover any loss caused by:

- 1. Undeclared war, civil war, insurrection, rebellion or revolution;
- 2. Warlike act by a military force or military personnel; or
- 3. Destruction or seizure of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

I. Nuclear Reaction

We do not cover any loss caused by nuclear reaction, radiation or radioactive contamination, whether controlled or uncontrolled or however caused, or any consequence or any of these. We, however, pay for an ensuing covered fire loss.

J. Common Carrier

We do not cover any loss caused during shipment by mailing including regular first class mail and parcel post unless agreed to in advance by us. This does not apply to shipments with a value less than \$10,000.

K. Confiscation

We do not cover loss or damage caused by or resulting from confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

L. Misappropriation

We do not cover any loss caused by the taking or misappropriation of a **valuable article**(s) from you or a **family member** by you or a **family member**.

SECTION V – GENERAL CONDITIONS

These conditions apply to your policy in general.

A. Policy Period

The effective dates of your policy are shown in the Declarations Page. Those dates begin at 12:01 A.M. standard time at the mailing address shown. Each renewal period shall be for a similar term.

B. Renewals

We or our agent may offer to continue this policy for a renewal period, at the current or revised premium, under the policy provisions in effect at the date of renewal. We can do this by mailing you a bill for the premium to the address shown in the Declarations Page along with any changes in the policy provisions or amounts of coverage.

You may accept our offer by paying the required premium on or prior to the starting date of each renewal period.

C. Transfer of Rights

If we make a payment under this policy, we will assume any recovery rights you or a **family member** has in connection with that loss, to the extent we have paid for the loss.

All of your rights of recovery will become our rights to the extent of any payment we make under this policy. You or a **family member** will do everything

necessary to secure such rights; and do nothing after a loss to prejudice such rights.

D. Concealment or Fraud

This entire policy is void if you or a **family member** has intentionally concealed or misrepresented any material fact, engaged in fraudulent conduct or made false statements relating to this policy before or after a loss.

E. Policy Changes

This policy can be changed only by a written endorsement we issue.

F. Bankruptcy or Insolvency

We will meet all our obligations under this policy regardless of whether you, your estate, or anyone else listed on the Declarations Page or their estate becomes bankrupt or insolvent.

G. In Case of Death

In the event of your death, we cover your legal representative or any person having proper temporary custody of your property until a legal representative is appointed and qualified, but only with respect to your **valuable articles** covered under the policy at the time of death.

H. Liberalization

We may extend or broaden the insurance provided by this policy without increasing the premium. If we do this during the policy period or within sixty (60) days before it begins, then the extended or broader insurance will automatically be applied.

I. Conforming to State Law

If any provision of this policy conflicts with the laws of the state in which you live, this policy is amended to conform to those laws.

J. Assignment

You cannot transfer your interest in this policy to anyone else unless we agree in writing to the transfer.

K. Other Insurance

When other property insurance applies to a covered loss, we will pay only the portion of the loss that our amount of coverage bears to the total amount of insurance covering the loss.

L. Your Duties After a Loss

If you suffer a covered loss, you must perform these duties:

- Notification You must immediately notify us or your agent of your loss.
 In case of theft or accident, you must also notify the police or similar competent authority;
- 2. Protect Property You must protect property from further damage: and make any repairs that are necessary to protect the property; and keep an accurate record of your expenses. We will pay the reasonable costs of protecting the property from further damage. This will not increase the amount of coverage that applies;
- 3. Prepare an inventory In the event of blanket coverage, you must prepare an inventory of the damaged personal property. It should describe the property in full, then show in detail the amount insured under this policy and actual amount of the loss. You must attached bills, receipts, and other documents to support your inventory;
- 4. Display property You must show us the damaged property when requested;
- 5. Examination Under Oath We have the right to examine under oath as often as we may reasonably require, you and your **family members**. We may also ask you to give us a signed description of the circumstances surrounding a loss and your interest in it, and to produce all records and make documents we request and permit us to make copies.

M. Insurable Interest

We will not pay for any loss to property in which you or a **family member** does not have an insurable interest at the time of the loss.

If more than one person has an insurable interest in covered property, we will not pay for an amount greater than your interest, up to the amount of coverage that applies.

N. Abandoning Property

You cannot abandon any property to us, or a third party, unless we agree to accept it.

O. Carrier and Bailees

We will not make any payments under this policy to the benefit of any carrier or other bailee of damaged property.

P. Legal Action Against Us

You agree not to bring legal action against us unless you have first complied with all conditions of this policy. You also agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

Q. Jewelry In Vault

Scheduled jewelry described in the Declarations Page as "in vault" must be kept in a bank vault. There is no coverage while these items are out of a vault, unless we agree in advance that we will cover them.

R. Appraisals

If you and we fail to agree on the amount of loss, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within twenty (20) days. The independent appraisers will select an arbitrator within fifteen (15) days. If an arbitrator is not agreed upon within that time, either party may request the arbitrator be selected by a judge. The independent appraisers will then appraise the loss and submit any differences to the arbitrator. A decision in writing agreed to by the two appraisers or either appraiser and the arbitrator will be binding. Each appraiser will be paid by the party that has selected him. You and we will share the expenses of the arbitrator equality.

S. Inspection and Surveys

We have the right but are not obligated to:

- 1. Make inspections and surveys at any time;
- 2. Give you reports on the conditions we find; and
- 3. Recommend changes

T. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

U. Salvage

When we pay for a total loss, we may keep all or part of the damaged property.

V. Recoveries

In the event we pay for a covered loss to property and the property is recovered, we agree to offer you an opportunity to buy it back. We will offer it to you at an amount no higher than we paid for that property plus our recovery cost(s).

W. Your Cancellation

You may cancel this policy or any part of it at any time by notifying us in writing of the future date that the cancellation is to take effect.

X. Our Cancellation/Nonrenewal

To cancel this policy we must notify you in writing. This notice will be mailed to you at the last mailing address shown in the Declarations Page and we will obtain a U.S. Post Office certificate of mailing. This notice will include the date the cancellation is to take effect and the reason for the cancellation. It shall also state that any unearned premium, if not returned, shall be refunded on demand. We may cancel this policy subject to the following conditions:

1. Nonpayment of Premium

We may cancel this policy with ten (10) days notice if you fail to pay the premium by the due date, regardless of whether the premium is payable to us, to our agent, or under any finance or credit plan.

2. Misrepresentation

We may cancel this policy with thirty (30) days notice if the coverage was obtained through misrepresentation, fraudulent statements, omissions, or concealment of a fact that is relevant to the acceptance of the risk or to the hazard we assumed.

3. Increase in Hazard

We may cancel this policy with thirty (30) days notice in the event or circumstance of a material increase in, or a change to, the covered property that increases the hazard insured against.

4. Conviction of Crime

We may cancel this policy with thirty (30) days of notice if you have been convicted of a crime arising out of an act that increases the hazard insured against.

In the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata for the unexpired term of the policy.

Y.

Refund

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representat	ive.				
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES ENDORSEMENT

In the Valuable Articles Policy any wording in the policy to the contrary not withstanding:

Our Legal Action Against Us is deleted and replaced by the following:

I. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started within five years after the date of loss.

Our **Appraisals** is deleted and replaced by the following:

I. Appraisal

If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where your residence is located. The appraisers will separately state the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party.

Each party will:

- 1. Pay its own appraiser; and
- **2.** Bear the other expenses of the appraisal and umpire equally.

Our Cancellation/Nonrenewal is deleted and replaced by the following:

I. Cancellation

We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- 1. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- 2. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- **a.** Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing the policy, or in presenting a claim under this policy;
- **b** Upon the occurrence of a material change in the risk, which substantially increases any hazard insured against after insurance coverage has been issued;
- **c.** If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property which substantially increases any hazard insured against;
- **d.** For nonpayment of membership due required by us as a condition of the issuance and maintenance of the policy; or
- **e.** In the event of a material violation of a material provision of this policy.

This can be done by letting you know at least 20 days before the date cancellation takes effect.

All other provisions of this policy apply.

 SERFF Tracking Number:
 CAPC-125504614
 State:
 Arkansas

 Filing Company:
 Capitol Indemnity Corporation
 State Tracking Number:
 EFT \$50

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 03/17/2008

Property & Casualty

Comments:

Attachment:

AR Form Transmittal Doc.pdf

Property & Casualty Transmittal Document

1.	1. Reserved for Insurance		2. Insurance Department Use only					
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Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	Filing Fees (Filer must provide check # and fee amount if applicable)
22.	[If a state requires you to show how you calculated your filing fees, place that calculation below]
CI	heck #:
Αı	mount:
	r to each state's checklist for additional state specific requirements or instructions on ulating fees.
	Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies uired, other state specific forms, etc.)
_	TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

PROPERTY & CASUALTY FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms.)
(Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by the state.)

	This filing transmittal is par				
	This filing corresponds to ra (Company tracking number of				
	Form Name/ Description/Synopsis	Form# Include edition Date	Replacement Or Withdrawn	If replacement, give form # it replaces	Previous state filing number, (if required by state)
1					
2			NewReplacementWithdrawn		
3			NewReplacementWithdrawn		
4			NewReplacementWithdrawn		
5			New Replacement Withdrawn		
6			New Replacement Withdrawn		
7			☐ New ☐ Replacement ☐ Withdrawn		
8			NewReplacementWithdrawn		
9			New Replacement Withdrawn		
10			NewReplacementWithdrawn		

PC FFS - 1



 SERFF Tracking Number:
 CAPC-125504614
 State:
 Arkansas

 Filing Company:
 Capitol Indemnity Corporation
 State Tracking Number:
 EFT \$50

Company Tracking Number: 08-IM-FO-CW-022

TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: VALUABLE ARTICLES POLICY

Project Name/Number: VALUABLE ARTICLES POLICY/08-IM-FO-CW-022

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	VALUABLE ARTICLES POLICY DECLARATION PAGE	03/11/2008	CIC VAP DEC (01-08).pdf
No original date	Form	ARKANSAS CHANGES ENDORSEMENT	03/11/2008	PM 01 03 _04- 04_ AR.pdf

Capitol Insurance Companies

[] Capitol Indemnity Insurance Company
[] Capitol Specialty Insurance Company
[] Platte River Insurance Company

Valuable Articles Policy Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations page is part of your Policy. *Please read your policy carefully, including your Declarations page, for a description of*

part of your Policy. Please read your policy carefully, including your Declarations page, for a description of your coverage.					
Policy Number: Policy Period:					
Name of Insured ar	nd Mailing Address:				
If you have question	s, contact:				
Agency Name:		Address:			
Telephone:					
Summary of Cover	ages				
Class	Amount of Scheduled Coverage	Amount of Unscheduled Coverage	Unscheduled Per Item Limit	Annual Premium	
Jewelry Out of Vault	\$	\$	\$	\$	
Jewelry In Vault	\$	\$	\$	\$	
Silverware	\$	\$	\$	\$	
Fine Arts	\$	\$	\$	\$	
Furs	\$	\$	\$	\$ \$	
Stamps	\$	\$	\$		
Coins	\$	\$	\$	\$	
Cameras	\$	\$	\$	\$	
Free Form Class 1	\$	\$	\$	\$	

Forms Attached:

Total

Free Form Class 2 Free Form Class 3

Authorized Representative: Countersigned

CIC-VAP-Dec (01-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES ENDORSEMENT

In the Valuable Articles Policy any wording in the policy to the contrary not withstanding:

Our Cancellation/Nonrenewal is deleted and replaced by the following:

I. Cancellation

We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- 1. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- 2. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - **a.** Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing the policy, or in presenting a claim under this policy;
 - **b** Upon the occurrence of a material change in the risk, which substantially increases any hazard insured against after insurance coverage has been issued;
 - **c.** If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property which substantially increases any hazard insured against;
 - **d.** For nonpayment of membership due required by us as a condition of the issuance and maintenance of the policy; or
 - **e.** In the event of a material violation of a material provision of this policy.

This can be done by letting you know at least 20 days before the date cancellation takes effect.

All other provisions of this policy apply.